



## AGENCY PARTICIPATION AGREEMENT

This participation Agreement is entered into between the \_\_\_\_\_, hereafter referred to as the "Agency" and the Virginia Law Enforcement Professional Standards Commission, hereafter referred to as the "Commission"

The mailing address of the Agency is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

All correspondence should henceforth be sent to:

Name, email address and phone number of Contact Person/Accreditation Manager:

\_\_\_\_\_

The Agency and the Commission agree to the provisions and terms set forth in this Agreement and to be bound by them in the execution of the Agreement. Each party agrees as follows:

1. **PURPOSE AND LIMITATIONS OF THIS AGREEMENT**

- A. The purpose of this Agreement is to establish the terms of the relationship between the Agency and the Commission and to establish their mutual responsibilities in the accreditation process.
- B. It is understood that the agency is not legally bound to participate in the Accreditation Program and that any responsibilities incurred pursuant to this Agreement have been assumed voluntarily.

- C. It is further understood that agency participation in the Accreditation Program is contingent upon the continued approval of the chief elected officer or of the governing body where there is no chief elected officer. ***(Not applicable to Sheriff's Offices)***

## 2. **AGENCY RESPONSIBILITIES**

The **Agency** agrees to:

- A. Provide all information requested by the Commission in good faith and to the best of the Agency's knowledge and honest judgment. Such information should include comments, files, records, and data required by the Commission insofar as they may be provided in accordance with laws and regulations of the Commonwealth of Virginia and the municipality of which the Agency is a part.
- B. Cooperate fully with the Commission's assessors during the on-site verification of Agency compliance with program standards. The Agency further agrees to provide all necessary files, records, and facilities requested by the Assessors.
- C. Use the program logo and other indicators of VLEPSC accredited status in accordance with the rules governing same as set forth by the Commission. In the event that the agency's accredited status expires or is otherwise terminated, the agency agrees to immediately discontinue its use of these indicators.
- D. The Agency shall pay all costs associated with lodging and meals for the assessment team members.

## 3. **COMMISSION RESPONSIBILITIES**

The **Commission** agrees to:

- A. Provide all publications, documentation, forms, instructions, and technical assistance as necessary for the Agency to participate in the accreditation process at no cost to the Agency.
- B. Provide assessors to the Agency for the purpose of conducting an on-site assessment of Agency compliance with applicable standards.

- C. Review and evaluate all information and findings obtained from the assessment and advise the Agency of the results thereof.
- D. Provide formal certification and other necessary materials to the Agency in recognition of the accreditation status.
- E. If accreditation is not granted, advise the agency of the reasons therefore and the necessary steps to gain accreditation.

4. **CONFIDENTIALITY**

- A. Insofar as it is permissible by law to do so, the Commission shall observe a strict policy of confidentiality on all information received from participating agencies during and after accreditation. All reports, files, records and related materials prepared by assessors or program staff regarding an agency's participation in the program shall be held in confidence in the same manner. No materials or contents thereof shall be disclosed, distributed or released to any person or organization except as authorized by this Agreement, by law or in compliance with a court order. The Commission reserves the right to disseminate previous assessment documents and materials with incoming assessment team members.
- B. It is the policy of the Commission to speak about the accreditation program in general rather than about specific Agencies. In response to any inquiries regarding the Agency's status with respect to accreditation, the Commission will only reply that the Agency has applied for accreditation or that the Agency has been accredited. All other inquiries will be directed to the Agency's Chief Executive Officer.
- C. The Agency acknowledges that the Commission has the right to identify that Agency in news releases and other public information materials once the Agency has been accredited. No specific information shall be disclosed by the Commission other than that the Agency has been granted accreditation.

5. **LENGTH OF ACCREDITATION**

Accreditation shall be for four (4) years. Agencies wishing to be reaccredited at the end of this term will expected to follow a procedure similar to the initial accreditation process and to comply with all guidelines then in effect.

6. **MAINTENANCE OF AGENCY ACCREDITATION STATUS**

- A. Upon certification by the Commission, the Agency shall maintain compliance with accreditation standards.
- B. The Agency agrees to submit an Annual Verification of Compliance report testifying to its continued compliance with all applicable standards. The Agency will notify the Commission in the event that it cannot maintain compliance with any standard or standards and agrees to submit an Annual Verification of Compliance report that will be provided by the Commission.

7. **MISCELLANEOUS**

- A. This Agreement shall take effect upon execution by the Agency's Chief Executive Officer and the Chairman of the Commission or his authorized representative.
- B. The Agency retains the right to terminate this Agreement for any reason by submitting written notice that the Agency intends to withdraw from the Accreditation process.
- C. The Commission retains the right to terminate this agreement if it determines that the Agency is not acting in good faith to honor the terms of the Agreement. The Commission will submit written notice to the Agency if it chooses to exercise this right.
- D. This document constitutes the full agreement of both parties. The parties to this Agreement acknowledge that there are no provisions, terms, or obligations other than those set forth herein.
- E. The Program Manager for the Virginia Accreditation Center (DCJS) or his designee will act in behalf of and in the name of the Commission in all matters pursuant to this Agreement.
- F. All disputes relative to this Agreement or any other matters pertaining to accreditation will be resolved by the Commission following a hearing at which Agency representatives will participate.

The parties signed this Agreement on the day and year appearing opposite their respective signatures.

**The Agency**

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Virginia Law Enforcement Professional Standards Commission**

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

THIS DOCUMENT MUST ACCOMPANY THE NEW AGENCY APPLICATION